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# Alberta landlord inspection report form

Summary Detailed Information Alberta, housing rents act (RTA) renting where they live applies to most people. This law reveals the rights and responsibilities applicable to landlords and tenants. Tenants rent where they live. RtA applies to most living residential tenants: a house, apartment, duplex or mobile home rented for a room or boarding house for more than 6 months in a row (in most cases) RTA tenant does not apply to the following types: people share in a homeowner's living quarter as they are part of the landlord's family mobile home sites designated on Mobile Home Sites Tenancies Act rental sites also share attached living accommodation and hotels in both a single deal , supporting living accommodation, government-run high-end lodges and correctional institutions, military bases and First Nations Reserve Lands Landlords are an individual who owns supportive living accommodation, government-run high-end lodges and correctional institutions, military bases and First Nations Reserve Lands Landlords, unless a business person rented under motels, trailer parks, touristic homes or other holiday accommodations is the private owner of self-enough rental homes for a student in rental facilities rented to a student by an educational institution for at least 6 months can be a group of people or a company. THE RTA says it can be a landlord: a person acting as an agent for the owner of the current or new owner of rental buildings read the information for the landlord tip pages for any person, tenant and information other than the owner falling within the definition of a landlord in the Act for more information. Residential lease agreements Before a tenant is moved It is required to agree to the terms of rent in a contract called Transport, a tenant and landlord a residential lease agreement or rent. This agreement may be written or oral, but it is always better written as it provides evidence in case there is a problem. In Alberta, residential lease agreements can be periodic or fixed-term. Fixed Term Lease Agreement Fixed-term lease agreement starting and ending on a specific date. For example: the tenant and landlord may agree that the lease agreement can be leased for 2 years between January 1, 2016 and December 31, 2018. On December 31, 2018, the lease agreement will automatically expire. No notice is required by the landlord or tenant to end the lease. Periodic Lease Agreement The periodic lease agreement has a starting date, but no end date. Periodic rent may end with either the landlord or tenant notified. Most periodic tenancies are month-by-month, but they can also be week-by-week or year-by-year. Move-In and Move-Out audit reports Are mandatory for landlords and tenants to complete both a move-in and a move-out audit This report explains the status of the rented building when the tenant is rented when it is moved. Tenants can use the audit report to prove that they are not responsible for damages that occur before they are moved. Landlords cannot make any deductions for damages to the security deposit or cleaning costs when the tenant is moved out if inspection report requirements are not met. If the rental building is not ready for occupation for the tenant at the beginning of the lease agreement, the tenant can notify the landlord that they do not want to continue with the lease agreement, or the landlord can apply to Queen's Bench Court who ordered him to live up to the lease agreement. The tenant can also follow the landlord for damages through the residential rent dispute resolution service (RTDRS) or the court if the rental building is not ready on time. Unauthorized occupiers must agree on a lease at the beginning, tenant and landlord allowed to live in residential rental facilities. The names of all tenants must be listed in the lease agreement. If a person not included in the rental agreement lives in residential rental facilities, the landlord has the right to give that person at least 14 days off. If the tenant has moved, the landlord can give the unauthorized tenant at least 48 hours' advance time. Security deposit Landlords often ask the tenant for a security deposit, sometimes called a damage deposit. The amount of the deposit cannot be more than one month's rent at the time the lease agreement starts. As the rent increases, the collateral cannot be increased. Tenants can request receipts for fees paid, indicating the amount, date, and parties in the transaction. Landlords are required to deposit all deposits of collateral into an interest-only trust account at a bank, treasury branch, credit union or trust company in Alberta within 2 days of the date they collect from the tenant. Interest to be paid on collateral deposits The minimum interest rate that a landlord must pay for a deposit each year is published below. A calculator service is provided on the Alberta website to help calculate the amount of interest owed in any private collateral deposit based on the regulated interest rate. The landlord must pay interest to the tenant at the end of each lease year unless both parties agree otherwise. If the landlord and tenant agree in writing, the interest is compounded per year and the rent can eventually be paid to the tenant. Homeowners to calculate the amount of interest on a deposit deposit Collateral Deposit Interest li Period Minimum Annual Interest Rate 1 January 2009 - 31 December 2020 0% 1 January 2008 - 31 December 2008 0.5% 1 January 2007 - 31 December 2007 0.3% 1, 31 December 2006 0% 1 January 2001 - 31 December 2001 1.75% 1 January, 2000- 31 December 2000 1.15% 1 January 1999 - 31 December 1999 % 0.75% Minimum Annual Interest Rate 1 January 1997 - 31 December 1998 0% 1 January 1996 - 31 December 1996 2.5% 1, 1995 - 31 December 1995 2.75 , 1994 - 31 December 1994 1.5% 1 February 1993 - 30 June, 1994% 3 March 1987 31 January 1993 6% 1 January 1984 for 28 February In 1987 8% when moving back the tenant's collateral, the tenant is entitled to receive their own collateral with any interest debt (if any), unless: no rent or other costs are normal wear and tear rta describes as normal wear and tear despite the reasonable maintenance and maintenance of rented buildings that occur over time with the use of rental facilities if the tenant does not meet these conditions If the landlord is entitled to keep some or all of the security deposit to cover these costs, the tenant must provide an expected list of information on Page 19 for a recommended cleaning list. If the costs are deposited, the landlord may take legal action in the claim for the borrowed money. The responsibilities of landlords and tenants determine certain responsibilities for rta, landlords and tenants. Even if these responsibilities are not included in the housing lease agreement, landlords and tenants must meet the required of the legislation. Tenant responsibilities Tenant should be: landlord and other tenants should not jeopardize landlords pay rent on time landlord's responsibilities do not conflict with landlord's responsibilities prevent reasonable clean damage to rental premises when the lease agreement expires It is imperative to be considerable not to carry out illegal acts that do not do illegal work not to operate a business, trade or occupation in rental facilities: to make the rental facility available to the tenant on the date the housing lease agreement comes into force , make sure that the tenant gives a written landlord notice within 7 days of the move or does not disturb the insement of notification in a visible place in the common area of the building, the peaceful enjoyment of the tenant (for example, not disturbing the tenant beyond what is necessary to do the landlord's work) throughout the lease (for example, no bed works insects and heat) methods Required notifications must be delivered in person or by registered mail. Tenants must use the postal address specified in the landlord's notice. Hosts should use mail residential rental facilities. If there are no tenant rental facilities and/or escaped services, the landlord may: give notice for an adult who appears to be living with the tenant, or a landlord or tenant in plain sight in residential rental facilities cannot serve a notice to unload as mentioned above, the notification can be sent electronically, the notification can be sent electronically, as long as there are consequences of a printed copy of the notice. Rent increases Landlords cannot increase the rent to be paid by the tenant under a certain period or periodic lease agreement until at least one year (365 days) has passed since the last rent increase or since the beginning of the lease , whichever is later. There is no limit to the amount the landlord can raise the rent. If the landlord wants to increase the rent, the landlord's notice must be written to the tenant and include all of the following: the effective date of increasing the landlord's signature This notice is only required for periodic rent. The amount of notice required depends on the type of rent: 12 full rent weeks a week-week periodic rent 3 full rent months for one month-month periodic rent 90 days for other periodic rent Locks and security devices neither the landlord nor the tenant can be locked in residential rental facilities. If the landlord locks or changes it, the tenant must be immediately given a new key. If the tenant wants to add or change locks to improve security, they can do so with the permission of the landlord. The tenant must give the landlord a new key as long as the change is made. Without the landlord's permission, tenants can only add locks used from the inside, such as chain locks. If adding a lock punches holes in the door or frame, the tenant must leave the lock in place when moving or repair the damage if the lock is removed. Repair The landlord is responsible not only at the beginning of a lease, but always to keep it in reasonable safe and good repair rental facilities. Safety and comfort standards are determined in the Public Health Law and Housing Regulations. For more information, tenants can contact Alberta Environmental Public Health. If a landlord ignores a tenant's request for repairs, the tenant can apply to RTDRS or the court: the landlord can lower the rent to compensate for the benefits lost by the tenant for not fulfilling the cost of fulfilling the landlord's obligations, the tenant cannot stop the rent because he believes the landlord has not fulfilled his obligations. The landlord cannot evict the tenant because he exercises his rights under the RTA or the Public Health Act. The landlord cannot refuse permission without reasonable reason and must give the tenant their reasons in writing within 14 days of receiving the request. If the landlord does not respond to his request within 14 days, we can assume that the tenant landlord has accepted sub-rent or assignment. A landlord may not be able to charge a sub-rent or a fee to allow it. The renting or renting tenant may or may not be responsible for the balance of the housing lease agreement and may choose to receive legal advice. Entering the rental building, the landlord can enter residential rental facilities at any time with the consent of the tenant. Consent can be oral or written. If the landlord has the consent of the tenant, it does not require any notice. Trespassing can only enter the landlord's unauthorised residential rental facilities with an appropriate notice, but only if the landlord tenant is considered to have given a written notice at least 24 hours before check-in time. The landlord can be notified to enter for the purpose: inspect the repair status of repair rental facilities, take the necessary steps to control pests, show them in their rental facilities for possible buyers, or you can enter the landlord without permission to enter or inform the landlord without permission to enter the lease for a certain period after notification to terminate a periodic lease, or the landlord without notice: if the landlord has reason to believe that there is an emergency, or if the landlord tenant cannot reach an agreement regarding a tenant and landlord agreement, you can contact an Information Officer at the Consumer Contact Center. The Consumer Contact Center provides provincial information and services via free call on issues related to tenant, landlord and consumer protection legislation. The Residential Rent Dispute Resolution Service (RTDRS) RTDRS offers an alternative tool for landlords and tenants to resolve serious disputes outside court. The service is designed to be faster, more informal and less expensive than the courts. You may use a tenant or landlord service with a dispute relamning on a termination, unpaid rent/utilities, security deposit, damage, repair or other common disputes. The tenant or landlord can contact the Residential Rent Dispute Resolution Service (RTDRS). Eviction notice 24-hour eviction notice A landlord tenant can give at least 24 hours' notice to end the rent: 24-hour notice must be signed by the landlord or agent state in writing that makes residential buildings that threaten assault or attack another tenant attack Specify the reason for the eviction and the lease duration and date the landlord also expires, which may apply to the Residential Rent Dispute Resolution Service (RTDRS). 14-day eviction notice If the tenant commits to a significant breach of the housing lease agreement, the landlord can apply to RTDRS or the court to provide at least a 14-day notice to end the lease or terminate the tenant lease. The day the notification is issued and the day of the move cannot be included in 14 days, and the total notification required increases to 16 days. A significant breach occurs when the tenant fails to meet its obligations under THERTA or when the tenant performs a series of violations of the housing lease agreement and the cumulative impact is significant. 14-day notice is required: the amount of notice required to terminate the periodic lease when and when the time and date expire depends on the type of notice and rent required to move out, since the reason for eviction by the landlord or agency state in writing has been signed. Landlords can only be notified to end periodic rent under certain conditions set out in the Residential Tenants Ministerial Regulations. Periodic rent Tenant Landlord Week-week 1 full rent week 1 full rent week 1 full rent week 1 full rent week 1 full rent month 3 full rent months a rent end due to domestic violence domestic violence victims can end a lease early and without financial penalty. This legislation applies if the rent continues, where the safety of the tenant is at risk: the safety of an addicted child is at risk the safety of a protected adult is at risk For more information, see the certificate of safer areas for more information to end the lease. If the tenant leaves his belongings behind, sometimes the tenant moves or leaves the rented building, but leaves his belongings behind. The landlord has the right to dispose of the goods if he believes they are worth less than $2,000 or that the value of the goods will lead to significant devaluation in the warehouse (for example, the goods are spoiled). If the goods are worth $2,000 or more, the host has to keep them for 30 days. You can get their belongings back by paying the landlord for the costs of moving and storing a tenant. After the tenant pays these costs, the landlord must return the tenant's belongings. If the tenant does not claim goods within 30 days, you can sell the goods by public auction or private sale with the approval of the landlord court. Renting an apartment Condominiums has different rules for tenants and tenants who rent their units. If there is a dispute between the Condominium Act and the RTA, the Condominium Act will apply. Tenants who rent condominium units also accept responsibilities above and above the obligations of the tenant under rta: not to harm according to the company's bylaws in this case, the property must pay rent instead of the company in order to be made by the company, the rent landlord A tenant who is considered to have been paid the responsibilities of the unit owners must give written notice to the renter of his unit: in order to rent a rental address to his own unit, the rental price rent or rent amount can be requested to rent his own unit within 20 days from the rental within 20 days from the rental of the owner must pay the deposit if the owner requests it (the landlord cannot ask the tenant to pay this deposit) that the company will not damage its property (the damage does not involve normal wear and tear) will inform the tenants of the company's statute, and that the tenant (overriding the statute) agreement and RTA) the company's responsibilities When an owner rents his/her unit, the company may ask the owner for a deposit. The deposit amount cannot be more than one month's rent to be charged for the unit. The owner's deposit repair or apartment property, common property or private use property can be used by the tenant to replace damaged, destroyed, lost or removed. The Condominium Act does not require the company to pay deposit interest. Condominium companies cannot use the Alberta Provincial Court or RTDRS to terminate lease procedation, take back ownership or take orders to vacate the rental facility. Alberta Tenant and Landlord Legal Reference Guide (PDF, 805 KB) Consumer Contact Center can provide information on many issues related to landlords and tenants: Phone: 780-427-4088 Free: 1-877-427-4088 1-877-427-4088

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